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NOTE: CHANGES MADE BY THE COURT

6 Attorneys for Defendant, COUNTY OF LOS ANGELES (erroneously sued as Los
Angeles County Sheriff's Department)
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8

9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**
11

12 LUVON MOORE,
13 Plaintiff,
14 v.

15 COUNTY OF LOS ANGELES; LOS
16 ANGELES COUNTY SHERIFF'S
DEPARTMENT; DOES 1-30,
17 Defendants.

CASE NO. 2:24-cv-04861-JFW(JPRx)
**STIPULATED PROTECTIVE
ORDER**

[Assigned to Hon. John F. Walter,
Courtroom "7A"]

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19
20 **1. A. PURPOSES AND LIMITATIONS**

21 As the parties have represented that discovery in this action is likely to involve
22 production of confidential or private information for which special protection from
23 public disclosure and from use for any purpose other than prosecuting this litigation
24 may be warranted, this Court enters the following Protective Order. This Order does
25 not confer blanket protections on all disclosures or responses to discovery. The
26 protection it affords from public disclosure and use extends only to the limited
27 information or items that are entitled to confidential treatment under the applicable
28 legal principles. Further, as set forth in Section 12.3, below, this Protective Order

1 does not entitle the parties to file confidential information under seal. Rather, when
2 the parties seek permission from the court to file material under seal, the parties must
3 comply with Civil Local Rule 79-5 and with any pertinent orders of District Judge
4 John F. Walter and Magistrate Judge Jean P. Rosenbluth.

5 If any material disclosed or obtained in the course of the instant litigation
6 is intended to be used for any purpose other than prosecuting this litigation, the party
7 seeking public disclosure or dissemination of such materials must first seek approval
8 from the Court.

9 **B. GOOD CAUSE STATEMENT**

10 This action is likely to involve confidential information pertaining to
11 personnel records and other materials subject to privacy protections for which special
12 protection from public disclosure and from use for any purpose other than prosecution
13 of this action may be warranted. Limiting disclosure of these documents to the context
14 of this litigation as provided herein may, accordingly, further important law
15 enforcement objectives and interests, including the safety of personnel and the public,
16 as well as individual privacy rights of plaintiff, the individual defendants, and third
17 parties. Such confidential materials and information may consist of, among other
18 things, materials entitled to privileges and/or protections under the following: United
19 States Constitution, First Amendment; the California Constitution, Article I, Section
20 1; California *Penal Code* §§ 832.5, 832.7 and 832.8; California *Evidence Code* §§
21 1040 and 1043 et. seq; the Privacy Act of 1974, 5 U.S.C. § 552; Health Insurance
22 Portability and Accountability Act of 1996 (HIPPA); the right to privacy; decisional
23 law relating to such provisions; and information otherwise generally unavailable to
24 the public, or which may be privileged or otherwise protected from disclosure under
25 state or federal statutes, court rules, case decisions, or common law. Defendants also
26 contend that such confidential materials and information consist of materials entitled
27 to the Official Information Privilege.

28 Confidential information with respect to the Defendants may include,

1 but is not limited to: personnel files; internal investigative files and documents;
2 email and written correspondence records; policies and procedures that are kept
3 from the public in the ordinary course of business, as well as other information that
4 is not generally available to the public and is subject to the Official Information
5 Privilege and other privileges; confidential information with financial records; email
6 and written correspondence records; video footage and/or photographs of the
7 incident; and psychological and medical notes, evaluations, reports, and treatment
8 plans.

9 Testimony taken at a deposition may be designated as Confidential by making
10 a statement to that effect on the record at the deposition. Arrangements shall be made
11 with the court reporter transcribing the deposition to separately bind such portions of
12 the transcript containing information designated as Confidential, and to label such
13 portions appropriately. The parties agree to refrain from directly or indirectly
14 disclosing or publicly disseminating deposition testimony, and/or photographs, video
15 or audio footage obtained through the course of discovery or otherwise. If any party
16 intends to use such materials for any purpose other than litigating this lawsuit, the
17 party seeking public disclosure must get written permission from the disclosing party
18 or seek approval from the Court.

19 In light of the nature of the claims and allegations in this case and the parties'
20 representations that discovery in this case will involve the production of confidential
21 records, and in order to expedite the flow of information, to facilitate the prompt
22 resolution of disputes over confidentiality of discovery materials, to adequately
23 protect information the parties are entitled to keep confidential, to ensure that the
24 parties are permitted reasonable necessary uses of such material in connection with
25 this action, to address their handling of such material at the end of the litigation, and
26 to serve the ends of justice, a protective order for such information is justified in this
27 matter. The parties shall not designate any information/documents as confidential
28 without a good faith belief that such information/documents have been maintained in

a confidential, non-public manner, and that there is good cause or a compelling reason why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: The instant action: *Luvon Moore v. County of Los Angeles, et al.*, Case No. 2:24-cv-04861-JFW-JPR.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

2.11 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as "CONFIDENTIAL."

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any deposition testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material, other than during a court hearing or at trial.

Any use of Protected Material during a court hearing or at trial shall be governed by the orders of the presiding judge. This Order does not govern the use of Protected Material during a court hearing or at trial.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligation s imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, then to the extent practicable the

1 Producing Party also must clearly identify the protected portion(s) (e.g., by making
2 appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for
4 inspection need not designate them for protection until after the inspecting Party has
5 indicated which documents it would like copied and produced. During the inspection
6 and before the designation, all of the material made available for inspection shall be
7 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
8 it wants copied and produced, the Producing Party must determine which documents,
9 or portions thereof, qualify for protection under this Order. Then, before producing
10 the specified documents, the Producing Party must affix the “CONFIDENTIAL
11 legend” to each page that contains Protected Material. If only a portion or portions
12 of the material on a page qualifies for protection, then to the extent practicable the
13 Producing Party also must clearly identify the protected portion(s) (e.g., by making
14 appropriate markings in the margins).

15 (b) for testimony given in depositions that the Designating Party
16 identifies on the record, before the close of the deposition the protected testimony.
17 Photographs, video or audio footage taken at a deposition may not be used for any
18 purpose other than litigating this lawsuit. The parties agree to refrain from directly or
19 indirectly disclosing or publicly disseminating deposition testimony, and/or
20 photographs, video or audio footage obtained through the course of discovery or
21 otherwise, specifically including, but not limited to, print and online media
22 organizations, or any other internet posting or social media. If any party intends to use
23 such materials for any purpose other than litigating this lawsuit, the party seeking
24 public disclosure must first seek written permission from opposing counsel or
25 approval from the Court.

26 (c) for information produced in some form other than documentary and
27 for any other tangible items, that the Producing Party affix in a prominent place on
28 the exterior of the container or containers in which the information is stored the legend

“CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1 et seq.

6.3 The burden of persuasion in any such challenge shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When this action has been terminated, a Receiving

1 Party must comply with the provisions of Section 13 below. Protected Material must
 2 be stored and maintained by a Receiving Party at a location and in a secure manner
 3 that ensures that access is limited to the persons authorized under this Order.

4 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
 5 otherwise ordered by the court or permitted in writing by the Designating Party, a
 6 Receiving Party may disclose any information or item designated
 7 "CONFIDENTIAL" only to:

8 (a) the Receiving Party's Outside Counsel of Record in this Action, as
 9 well as employees of said Outside Counsel of Record to whom it is reasonably
 10 necessary to disclose the information for this Action;

11 (b) the officers, directors, and employees (including House Counsel) of
 12 the Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom
 14 disclosure is reasonably necessary for this Action and who have signed the
 15 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

16 (d) the court and its personnel;

17 (e) court reporters and their staff;

18 (f) professional jury or trial consultants, mock jurors, and Professional
 19 Vendors to whom disclosure is reasonably necessary for this Action and who have
 20 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

21 (g) the author or recipient of a document containing the information or
 22 a custodian or other person who otherwise possessed or knew the information;

23 (h) during their depositions, witnesses, and attorneys for witnesses, in
 24 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
 25 party requests that the witness sign the "Acknowledgment and Agreement to Be
 26 Bound" form attached as Exhibit A hereto; and (2) they will not be permitted to keep
 27 any confidential information unless they sign the "Acknowledgment and Agreement
 28 to Be Bound" attached as Exhibit A, unless otherwise agreed by the Designating Party

or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Protective Order; and (i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions or appointed by the Court.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
 PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL," that Party must:

(a) promptly notify the Designating Party (such notification shall include a copy of the subpoena or court order unless prohibited by law);

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as "CONFIDENTIAL" before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party's permission, or unless otherwise required by the law or court order. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

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2 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
 3 **PRODUCED IN THIS LITIGATION**

4 (a) The terms of this Order are applicable to information produced by a
 5 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
 6 produced by Non-Parties in connection with this litigation is protected by the
 7 remedies and relief provided by this Order. Nothing in these provisions should be
 8 construed as prohibiting a Non-Party from seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery request, to
 10 produce a Non-Party's confidential information in its possession, and the Party is
 11 subject to an agreement with the Non-Party not to produce the Non-Party's
 12 confidential information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-Party that
 14 some or all of the information requested is subject to a confidentiality agreement with
 15 a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Protective Order in this
 17 Action, the relevant discovery request(s), and a reasonably specific description of the
 18 information requested; and

19 (3) make the information requested available for inspection by the Non-Party,
 20 if requested.

21 (c) If a Non-Party represented by counsel fails to commence the process
 22 called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice
 23 and accompanying information or fails contemporaneously to notify the Receiving
 24 Party that it has done so, the Receiving Party may produce the Non-Party's
 25 confidential information responsive to the discovery request. If an unrepresented
 26 Non-Party fails to seek a protective order from this court within 14 days of receiving
 27 the notice and accompanying information, the Receiving Party may produce the Non-
 28 Party's confidential information responsive to the discovery request. If the Non-Party

1 timely seeks a protective order, the Receiving Party shall not produce any information
 2 in its possession or control that is subject to the confidentiality agreement with the
 3 Non-Party before a determination by the court unless otherwise required by the law
 4 or court order. Absent a court order to the contrary, the Non-Party shall bear the
 5 burden and expense of seeking protection in this court of its Protected Material.

6 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 8 Protected Material to any person or in any circumstance not authorized under this
 9 Protective Order, the Receiving Party must immediately (a) notify in writing the
 10 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
 11 all unauthorized copies of the Protected Material, (c) inform the person or persons to
 12 whom unauthorized disclosures were made of all the terms of this Order, and (d)
 13 request such person or persons to execute the “Acknowledgment and Agreement to
 14 Be Bound” that is attached hereto as Exhibit A.

15 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 16 **PROTECTED MATERIAL**

17 When a Producing Party gives notice to Receiving Parties that certain
 18 inadvertently produced material is subject to a claim of privilege or other protection,
 19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
 21 may be established in an e-discovery order that provides for production without prior
 22 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
 23 parties reach an agreement on the effect of disclosure of a communication or
 24 information covered by the attorney-client privilege or work product protection, the
 25 parties may incorporate their agreement into this Protective Order provided the Court
 26 so allows.

27 **12. MISCELLANEOUS**

28 12.1 Right to Further Relief. Nothing in this Order abridges the right of any

1 person to seek its modification by the Court in the future.

2 12.2 Right to Assert Other Objections. No Party waives any right it otherwise
 3 would have to object to disclosing or producing information or item on any ground
 4 not addressed in this Protective Order. Similarly, no Party waives any right to object
 5 on any ground to use in evidence of any of the material covered by this Protective
 6 Order.

7 12.3 Filing Protected Material. A Party that seeks to file under seal any
 8 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent
 9 orders of the assigned District Judge and Magistrate Judge. If a Party's request to file
 10 Protected Material under seal is denied by the court, then the Receiving Party may
 11 file the information in the public record unless otherwise instructed by the court.

12 **13. FINAL DISPOSITION**

13 After the final disposition of this Action, as defined in Section 4, within 60 days
 14 of a written request by the Designating Party, each Receiving Party must return all
 15 Protected Material to the Producing Party or destroy such material. As used in this
 16 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
 17 summaries, and any other format reproducing or capturing any of the Protected
 18 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
 19 must submit a written certification to the Producing Party (and, if not the same person
 20 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
 21 category, where appropriate) all the Protected Material that was returned or destroyed
 22 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
 23 compilations, summaries or any other format reproducing or capturing any of the
 24 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
 25 archival copy of all pleadings, motion papers, trial, deposition, and hearing
 26 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
 27 reports, attorney work product, and consultant and expert work product, even if such
 28 materials contain Protected Material. Any such archival copies that contain or

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1 constitute Protected Material remain subject to this Protective Order as set forth in
2 Section 4.

3 **14. VIOLATION**

4 Any violation of this Order may be punished by any and all appropriate
5 measures including, without limitation, contempt proceedings and/or monetary
6 sanctions.

7
8 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

9
10 DATED: August 6, 2024

HURRELL CANTRALL LLP¹

11
12
13 By: /s/ Katherine E. Orletsky
14 THOMAS C. HURRELL
15 KATHERINE E. ORLETSKY
16 Attorneys for Defendant, COUNTY OF
17 LOS ANGELES (erroneously sued as Los
18 Angeles County Sheriff's Department)

19
20 DATED: August 6, 2024

LAW OFFICES OF ROBERT C. MOEST

21 By: /s/ Robert C. Moest
22 ROBERT C. MOEST
23 Attorney for Plaintiff, LUVON MOORE
24
25

26 _____
27 ¹ Defendant's undersigned counsel attests that all other signatories listed, and on
28 whose behalf this filing is submitted, concur in the document's content and have
authorized the filing.

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.



JEAN P. ROSENBLUTH
U.S. MAGISTRATE JUDGE

DATED: 8/8/2024

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Protective Order that was issued
 by the United States District Court for the Central District of California on
 _____ in the case of *Luvon Moore v. County of Los*
Angeles, et al., Case No. 2:24-cv-04861-JFW-JPR. I agree to comply with and to be
 bound by all the terms of this Protective Order and I understand and acknowledge
 that failure to so comply could expose me to sanctions and punishment in the nature
 of contempt. I solemnly promise that I will not disclose in any manner any
 information or item that is subject to this Protective Order to any person or entity
 except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Protective Order, even if such enforcement proceedings occur after termination of
 this action. I hereby appoint _____ [print or type full
 name] of _____ [print or type full address
 and telephone number] as my California agent for service of process in connection
 with this action or any proceedings related to enforcement of this Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____